

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

LEOPOLDO MENDOZA,)	
)	
Plaintiff)	
)	
vs.)	C.A. No.
)	1:16-cv-16-LO-JFA
SAN MIGUEL CAFÉ, LLC, et al.,)	
)	
Defendants.)	

ANSWER

Defendants San Miguel Café, LLC and Dinora Rivas, through counsel, respectfully answer Plaintiff's Complaint as follows. Defendants deny any allegations not expressly admitted.

1. Defendants admit that the Court has jurisdiction.
2. Defendants admit that venue is proper in this Court.
3. Defendants deny that Plaintiff is a resident of Maryland, based on the fact that the caption of the Complaint indicates that Plaintiff is a resident of Virginia.
4. Denied.
5. Denied.
6. Admitted that San Miguel Café, LLC had annual gross volume of sales made or business done in an amount exceeding \$500,000. Otherwise denied.
7. Admitted that San Miguel Café, LLC is an employer. Otherwise denied, including denied that Dinora Rivas is an employer.
8. Admitted that San Miguel Café, LLC engaged in interstate commerce. Otherwise denied.

9. Denied.

10. Denied.

11. Denied.

12. Denied.

13. Denied.

14. Denied.

15. Admitted that the FLSA allows for potential personal liability. Otherwise denied.

16. Denied.

17. Admitted that Plaintiff was an employee of San Miguel Café, LLC for a period of time. Otherwise denied.

18. Admitted that Plaintiff was typically paid \$450 a week. Otherwise denied.

19. Denied.

20. Denied.

21. Denied.

22. Admitted that there are recordkeeping requirements under the FLSA and Department of Labor regulations. Otherwise denied.

23. Denied.

24. Admitted that there are recordkeeping requirements under the FLSA and Department of Labor regulations. Otherwise denied.

25. Admitted that discovery may reveal information. Otherwise denied.

26. Denied.

27. See the responses to paragraphs 1-26.

28. Admitted that the FLSA establishes minimum wage and overtime requirements. Otherwise denied.

29. Denied.

30. Denied.

31. Denied.

AFFIRMATIVE DEFENSES

1. Statute of limitations. Many of Plaintiff's claims are outside of the normal two-year statute of limitations. Many of Plaintiff's claims would be outside of the special three-year statute of limitations, even if Plaintiff is able to prove that violations were "willful." There was no tolling of the statute of limitations.

2. Any acts or omissions of Defendants giving rise to any violations were in good faith and Defendants had reasonable grounds for believing that the acts or omissions were not in violation of the FLSA. Thus, liquidated damages are not justified.

3. Plaintiff did not consent in writing to be a party plaintiff to this action and/or such consent was not filed with this Court.

Respectfully submitted,

/s/

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San Miguel Café, LLC and
Dinora Rivas

CERTIFICATE OF SERVICE

I hereby certify that on February 5, 2016, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will send notification of such filing to the following:

Mary J. Craine Lombardo, Esq.
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